

State of California - The Resources Agency
DEPARTMENT OF CONSERVATION

GRANT AGREEMENT

GRANTEE: **Mountains Recreation and Conservation Authority**

PROGRAM: Watershed Coordinator Grant Program

GRANT NUMBER: 3003-572

AM. NO.:

MAXIMUM AMOUNT OF THIS GRANT: **\$230,892.00**

The Department and the Grantee hereby agree to the following:

(1) This Grant Agreement specifies the terms and conditions for funding a Watershed Coordinator as awarded by the Department of Conservation's Division of Land Resource Protection. This grant has been awarded as a result of a proposal received in response to the Program's *Watershed Coordinator Grant Program 2004 Request for Proposals*.

(2) The grant term shall begin on the date upon which both parties have signed this Grant Agreement and end 3 years later, but no later than June 30, 2007.

(3) The Terms and Conditions of this Agreement, including the Grant Summary at Exhibit A, the Budget at Exhibit B, the Implementation Schedule at Exhibit C, and the Grantee Certification of Compliance at Exhibit D, are hereby made part of and incorporated into this Agreement.

(4) The amount of this Grant Agreement shall not exceed \$230,892.

STATE OF CALIFORNIA
DEPARTMENT OF CONSERVATION

AUTHORIZED SIGNATURE

DATE

Dennis J. O'Bryant, Acting Assistant Director

PRINTED NAME AND TITLE

Mountains Recreation and Conservation Authority
GRANTEE

AUTHORIZED SIGNATURE

DATE

Reva Feldman, Chief Operating Officer

PRINTED NAME AND TITLE

CERTIFICATE OF FUNDING

AMOUNT ENCUMBERED
BY THIS DOCUMENT
\$230,892.00

PROGRAM/CATEGORY
(CODE AND TITLE)
Program 99 Clearing Acct

FUND TITLE
General Fund

PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT
\$0.00

INDEX NUMBER
3100

PCA NUMBER
FY 03/04 34572 - \$9,621
FY 04/05 34572 - \$76,964
FY 05/06 34572 - \$76,964
FY 06/07 34572 - \$67,343

TOTAL AMOUNT ENCUMBERED TO DATE

\$230,892.00

Item
3480-001-0001: \$9,621
Pending Budget Approval: \$76,964
Pending Budget Approval: \$76,964
Pending Budget Approval: \$67,343

CHAPTER	STATUTE	FISCAL YEAR
157	2003	2003-04
Pending	Budget	2004-05
Pending	Budget	2005-06
Pending	Budget	2006-07

OBJECT OF EXPENDITURE (CODE AND TITLE)
702.16

I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT BUDGETED FUNDS ARE AVAILABLE FOR THE PERIOD AND PURPOSE OF THE EXPENDITURE STATED ABOVE.

SIGNATURE OF ACCOUNTING OFFICER

DATE

T.S.A. No.

B.R. No.

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GRANT AGREEMENT

Terms and Conditions

GENERAL PROVISIONS

1. Grant Authority and Term: (a) This Grant Agreement (hereinafter "Agreement") is between the California Department of Conservation, Division of Land Resource Protection (hereinafter "Department"), and the Mountains Recreation and Conservation Authority (hereinafter referred to as "Grantee"). Hereinafter, the Department and the Grantee collectively shall be referred to as "the Parties."

(b) The Parties mutually agree and understand that this Agreement is a legally binding document, inuring to the benefit of the public, that is authorized pursuant to a delegation from the Secretary of Resources Agency to the Department to implement the watershed program element of the California Bay Delta Act pursuant to Water Code section 79441(f) and Interagency Agreement Number 4600002373 by and between the California Bay Delta Authority and the Department for the purpose of administration of the watershed coordinator grant program. This Agreement is not a public works project subject to Labor Code section 1720 *et seq.* The purpose of this grant is to fund a position, not a project. Any and all references herein to "DLRP" shall also mean "Department." Any references to "contractor" herein, including references in this Agreement, in documents attached thereto, and/or in documents, statutes and regulations incorporated herein by reference, shall be deemed to be references to "Grantee."

(c) This Agreement is of no force or effect until signed and dated by both parties. Grantee shall not commence performance until the Agreement is signed and fully executed by the Department. The term of this Agreement shall begin at the time of such execution and end three (3) years after the start date, but shall not exceed June 30, 2007.

(d) The signatories for this Agreement hereby certify that they are authorized to act on behalf of the Parties in approving this Agreement. The signatory for the Grantee further certifies that the Board of Directors or Board of Supervisors for the Grantee has endorsed Grantee's receipt of grant funds pursuant to this Agreement and performance of activities and expenditure of funds in a manner consistent with the Grant Summary at Exhibit A, the Budget at Exhibit B, Implementation Schedule at Exhibit C, and Grantee Certification of Compliance at Exhibit D.

Robert Shun
2. Grant Manager: ~~Gail Chun~~ is the Grant Manager and the Department's representative for this Agreement. Chuck Arnold is the Grantee's representative. The Grant Manager's responsibilities include monitoring grant progress, and reviewing and approving invoices and other documents delivered to the Department pursuant to this Agreement. The Grant Manager does not have the authority to control or direct specifically how the Grantee carries out activities authorized and funded pursuant to this Agreement, but must ensure that the Grantee expends grant funds appropriately and in a manner consistent with the terms and conditions contained herein. All official communication from the Grantee to the Division of Land Resource Protection (DLRP) shall be directed to: ~~Gail Chun~~, *Robert Shun*, Department of Conservation, Division of Land Resource Protection, 801 K Street, MS 18-01, Sacramento, CA 95814.

3. Scope of Agreement: The terms and conditions of this Agreement constitute and contain the entire Agreement and understanding between the Parties, and may not be contradicted by evidence of any prior or contemporaneous oral agreement. Attachments to this Agreement, including the Grant Summary at Exhibit A, the Budget at Exhibit B, the Implementation Schedule at Exhibit C and the Grantee Certificate of Compliance at Exhibit D, are hereby incorporated into the terms and conditions of this Agreement. The

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2004 Request for Proposals (RFP) entitled, "Watershed Coordinator Grant Program," and the Grantee's proposal submitted in response to the RFP, are incorporated herein by reference. To the extent that any conflicts or inconsistencies exist between the terms and conditions of this Agreement, including the attached exhibits, and either the RFP or the Grantee's proposal, the terms and conditions of this Agreement shall prevail and be controlling.

4. Modifications - Changes: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, agreed to and signed by both parties. Major changes to the grant including, but not limited to, increases or decreases to the overall grant amount and substantial revisions to the Grant Summary, require formal amendment of this Agreement. Changes such as budget line item revisions of less than \$1,000, minor task modifications, management staff adjustments, and minor changes in the Grant Summary may not require amendment of the Agreement; however, the Grantee shall obtain prior written approval from the Grant Manager before making such changes. All change requests shall be made in writing and include a description of the proposed change and the reasons for the change.

5. Subcontractors: (a) The Grantee shall be entitled to make use of its own staff and such subcontractor(s) as are mutually acceptable to the Grantee and the Department. All subcontractor(s) specifically identified in the Grant Summary are considered to be acceptable to the Department. Any change in subcontractor(s) or change as to how the Grantee intends to use the services of a subcontractor shall require either a formal amendment of this Agreement or written change order. All approved subcontractors shall be managed by Grantee subject to the terms and conditions of this Agreement.

Nothing contained in this Agreement or otherwise shall create any contractual relation between the Department and any subcontractors and no subcontract shall relieve Grantee of its responsibilities and obligations under the terms of this Agreement. Grantee agrees to be fully responsible to the Department for the acts and omissions of its staff, subcontractors and of persons either directly or indirectly employed by them. Grantee's obligation to pay its subcontractors is an independent obligation from the Department's obligation to make payments to Grantee.

Grantee shall manage and hereby accepts responsibility for the performance of all subcontracts arising out of or in connection with this Agreement. Grantee shall monitor subcontractor's performance of the terms and conditions set forth herein. Grantee and its subcontractors shall conduct all work consistent with professional standards for the industry and type of work being performed under the Agreement. The Grant Manager, without waiver of other rights or remedies, may require Grantee to re-perform any of said services not performed in accordance with these standards. Costs and expenses for defective services, for failure to meet the terms and conditions of the Agreement or for any redundancy that occurs due to inadequate subcontractor services shall be borne by Grantee.

6. Ownership of Property and Equipment: The Parties agree that the Department shall hold and retain throughout the term of this Agreement rights to and interest in personal property, including equipment, purchased with funds provided through this Agreement. In the event this Agreement is terminated before full performance and completion of all activities and work authorized and funded herein, the Grantee shall, within thirty (30) days of Grantee's receipt of a written demand from the Department, surrender possession of and any rights to all such property specified in the Department's written demand. After June 30, 2007, and upon the Department's determination that Grantee has complied with all terms and conditions of this Agreement and has completed all Grantee obligations reflected herein, the Department shall relinquish to the Grantee any and all rights to, and interests in, personal property, including equipment, purchased with funds provided through this Agreement.

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7. Stop Work Notice: Immediately upon receiving a written notice from the Department to stop work, the Grantee shall cease all work under this Agreement.

8. Discretionary Termination: Either party shall have the right to terminate this Agreement at any time upon thirty (30) days written notice to the other. In the case of such “early” or “discretionary” termination, defined as termination occurring before full performance of all objectives and activities described in the Grant Summary and authorized for funding herein, a final payment will be made to the Grantee, if due, upon receipt of a financial report and invoices covering costs incurred to termination, and a written report describing all work performed by the Grantee to date of termination. Upon discretionary termination of this Agreement and upon receipt of a written demand from the Department, Grantee also shall relinquish to the Department possession and control of any property purchased pursuant to this Agreement.

9. Budget Contingency: It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the Department shall have no liability to pay any funds whatsoever to Grantee or to furnish any other consideration under this Agreement to Grantee and Grantee shall not be obligated to perform any further provisions of this Agreement beyond the date of written notice of termination under this provision to the Grantee.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of funding this grant program, the Department shall have the option to either: cancel this Agreement with no liability occurring to the Department, or offer an Agreement Amendment to Grantee to reflect a reduced amount.

10. Disputes: In the event of a dispute, the Grantee may, in addition to any other remedies which may be available, provide written notice of the particulars of such dispute to: Director, Department of Conservation, 801 K Street, MS 24-01, Sacramento, CA 95814. Such written notice must contain the grant number. Within fifteen days of receipt of such notice, the Director or the Director’s designee shall advise the Grantee of his or her findings and a recommended means of resolving the dispute.

11. Publicity and Acknowledgment: (a) The Grantee agrees that it will acknowledge the California Department of Conservation’s support whenever activities or projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, articles, seminars or other type of promotional material. The Grantee shall also include in any publication resulting from work performed under this grant an acknowledgment substantially as follows:

The work upon which this publication is based was funded in whole or in part through a grant awarded by the California Department of Conservation.

(b) The Grantee shall place the following notice, preceding the text, on draft reports, on the final report, and on any other report or publication resulting from work performed under this Agreement:

Disclaimer

The statements and conclusions of this report are those of the Grantee and/or Subcontractor and not necessarily those of the Department of Conservation, or its employees. The Department makes no warranties, express or implied, and assumes no liability for the information contained in the succeeding text.

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(c) Before any materials or other publications funded in whole or in part pursuant to this Agreement are published, Grantee shall provide the Department with an opportunity to review any and all references to the Department or the programs and laws that it administers in such materials and publications.

12. Copies of Data, Plans and Specifications: The Grantee shall, at the request of the Department or as specifically directed in the Grant Summary at Exhibit A, herein, provide the Department with copies of any data, design plans, specifications, maps, photographs, negatives, audio and video productions, films, recordings, reports, findings, recommendations and memoranda of every description or any part thereof, prepared under this Agreement.

The State of California shall have the right to copy and distribute said copies in any manner when and where it may determine without any claim on the part of the Grantee, its vendors or subcontractors to any additional compensation.

13. Site Visits: The Department may conduct periodic site visits, at its own expense, to monitor progress during the grant term. Also, interim oral or written progress reports may be required to supplement the more formal status reports.

14. Governing Law/Locus: This Agreement is governed by, and shall be interpreted in accordance with, the laws of the State of California. For the purpose of any litigation related to and/or challenging any aspect of this Agreement or performance thereunder, the locus is Sacramento, California.

15. Insurance: The Grantee shall obtain and keep in force for the term of this Agreement, and require its subcontractors to obtain and keep in force, the following insurance policies that cover any acts or omissions of the Grantee, or its employees engaged in the provision of services or performance of activities funded pursuant to and specified in this Agreement:

- a. Worker's Compensation Insurance in accordance with the statutory requirement of the State of California.
- b. Commercial general liability insurance in the amount of \$1,000,000 per occurrence and aggregate for bodily injury and property damage.
- c. Automobile liability in the amount of \$1,000,000 for each accident for owned or non-owned or hired vehicles, whichever is applicable.

The Grantee shall name the State of California, its officers, agents, employees and servants as additional insured parties for all insurance required and is responsible for guaranteeing that a copy of each Certificate of Insurance is submitted to the Department within thirty (30) days of grant signature.

The certificate of insurance shall state a limit of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined.

The Grantee shall notify the Department prior to any insurance policy cancellation or substantial change of policy.

16. Liability Indemnification and Waiver: (a) Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or

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corporation who may be injured or damaged by the Grantee or its contractors, subcontractors, laborers, suppliers or employees in the performance of this Agreement.

(b) The Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, officers, agents or employees, for any liability arising from, growing out of, or in any way connected with this Agreement.

17. Assignment: The Grantee's interest in and responsibilities under this Agreement shall not be assignable by the Grantee either in whole or in part without the written consent of the Department.

18. Grantee Independence/Not an Agent of the State: In the performance of this Agreement, Grantee, and the agents and employees of the Grantee, shall act in an independent capacity and not as officers or employees or agents of the Department.

19. Severability/Unenforceable Provision: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, it shall be severable from the remainder of the Agreement. The Parties agree that all other provisions of this Agreement shall have force and effect and not be affected thereby.

20. Timeliness: Time is of the essence in the performance of this Agreement. Grantee is required to begin implementation of this Agreement as soon as possible following its execution and shall abide by the Implementation Schedule at Exhibit C. Grantee shall not incur costs pursuant to this Agreement after June 30, 2007.

21. Discharge of Grant Obligations: The Grantee's obligations under this Agreement shall be deemed discharged only upon acceptance of the Final Report by the Department. The Grantee's Board of Directors or Board of Supervisors shall adopt and certify as accurate the Final Report prior to its submission to the Department.

22. Certification Clauses: The Grantee hereby certifies its compliance with all applicable requirements contained in the Grantee Certification of Compliance at Exhibit D of this Agreement.

23. Breach of Conditions/Remedy for Default: (a) In the event of Grantee's breach of any conditions or terms of this Agreement, the Department will give written notice to the Grantee, describing the breach. Notice shall be deemed given when deposited in the U.S. Post office, postage prepaid, addressed to Grantee, or by personal delivery to Grantee's place of business. If Grantee does not, within thirty (30) days after the notice is given, (1) cure the breach described in the Department's notice or (2) if the breach is not curable within thirty (30) days, commence to cure the breach, then Grantee shall be in default under this Agreement.

(b) In the event of a default under this Agreement, the Department shall be entitled to all remedies available at law including, but not limited to, termination of the Agreement, withholding of amounts billed and/or recovery of funds disbursed and equipment purchased pursuant to the Agreement. Grantee may appeal such action by filing a dispute pursuant to Clause #9 herein.

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EXPENDITURE, PAYMENT, REPORTING AND RECORDKEEPING PROVISIONS

24. Competitive Bid Requirements: Before making purchases of \$500 or more for goods (including equipment) or services authorized in the Budget at Exhibit B, Grantee shall secure at least three competitive bids or price quotes. Grantee shall purchase such goods or services from the lowest qualified bidder or pay the difference between the low bid and the one selected, without using funds obtained pursuant to this Agreement. Grantee shall maintain documentation of the competitive bid process used. This competitive bid requirement may be waived upon Grantee certification that due to the unique nature of the goods or services a sole source purchase is justified. Failure to comply with competitive bid requirements may result in the Department disallowing reimbursement of some portion or all of the related costs and/or other remedies for breach pursuant to Clause #23 above.

25. Conflict of Interest, Self-Dealing, and Need for Arm's Length Transactions: Grantee shall act in accordance with the fiduciary duty attached to the receipt and expenditure of grant moneys intended to benefit the public. Consistent with that fiduciary duty and the public trust from which it flows, Grantee shall ensure the proper expenditure of all grant moneys for which reimbursement is sought pursuant to this Agreement.

All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's length transactions and not the result of, or motivated by, self-dealing on the part of the Grantee or any employee or agent of the Grantee. For purposes of this provision, "arm's length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all grant moneys are to be expended.

26. Recordkeeping Requirements: (a) Grantee shall establish an official file for the project. The file shall contain documentation of all actions taken regarding this grant.

(b) Grantee shall establish separate ledger accounts for receipt and expenditure of grant funds and maintain expenditure detail in accordance with the approved budget detail. Separate bank accounts are not required.

(c) Grantee shall maintain financial records in accordance with generally accepted accounting principles. Grantee shall maintain adequate supporting documentation in such detail so as to provide an audit trail of receipts, expenditures and disbursements. Grantee's records will permit tracing transactions from support documentation to the accounting records to financial reports and billings. Such documentation shall include proof of all match contributions, including identification of the source of each and every such contribution, and may include, but shall not necessarily be limited to, subsidiary ledgers, payroll records, vendor invoices, canceled checks, bank or other financial account records, consultant contracts and billings, volunteer rosters and work logs, and lease or rental agreements. Such documentation shall be readily available for inspection, review and/or audit by the Grant Manager or other representatives of the State.

(d) Subcontractor(s) employed by the Grantee and paid with moneys under the terms of this Agreement, shall be responsible for maintaining accounting records as specified above.

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27. Audits: The Grantee agrees that the State and its representatives, including, but not limited to, the Department, the State Controller's Office and the State Auditor, shall have an absolute right of access to, and right to review and copy, all of the Grantee's records pertaining to this Agreement and to conduct reviews and/or audits related to this grant. Grantee shall, for the purpose of any such review or audit, retain and provide access to all records related to this grant including, but not necessarily limited to, those records specified in Clause #26 above. Grantee shall also provide access to and allow interview of any employees who might reasonably have information related to such records. Such access to employees and records shall be provided during normal business hours throughout the grant term and for at least three years after the final payment is disbursed pursuant to this Agreement, or until completion of any action and resolution of all issues which may arise as a result of any audit or review of such records, whichever is later.

28. Payment: Except as otherwise provided herein, payments shall be made to Grantee no more than once every thirty (30) calendar days in arrears for actual costs authorized in the Budget at Exhibit B of this Agreement and incurred during the grant term. Payment will be made upon evidence of satisfactory progress, as determined by the Grant Manager. Such evidence shall consist of written progress reports and other documentation evidencing performance, as provided for in this Agreement.

Final payment will be made only after completion, to the Department's satisfaction, of objectives, work and activities identified in Exhibit A, including timely receipt of all required reports including the Final Report. The Department will not reimburse costs incurred after June 30, 2007.

Only those items identified in the Budget are eligible for reimbursement. Any changes to the Budget must be approved by the Grant Manager before an expenditure for that item is made. Under no circumstances shall the Grantee seek reimbursement pursuant to this Agreement for a cost that has been or will be paid through another funding source.

29. Reimbursement Limited to Net Costs: All costs charged against the grant shall be net of all applicable credits. The term "applicable credits" refers to those receipts or reductions of expenditures that operate to offset or reduce expense items that are reimbursable under this Agreement. Applicable credits may include, but are not necessarily limited to, rebates or allowances, discounts, credits toward subsequent purchases, and refunds. Grantee shall, where possible, deduct the amount of the credit from the amount billed as reimbursement for the cost, or shall deduct the amount of the credit from the total billed under a future invoice.

30. Invoicing: Invoices may be submitted on a monthly basis for the first quarter of this Agreement. Thereafter, invoices shall be submitted on a quarterly basis. All invoices must be submitted in triplicate, with an original and two additional copies, listing the grant and invoice numbers. The copies may be double-sided. The original invoice must have an original authorized signature. All expenditures (for reimbursement and match) must be itemized on the invoice form. For each expenditure of \$500 or more, copies of supporting documentation (time sheets, payroll stubs, bids, receipts, canceled checks, sole source justification, etc.) must be submitted with the invoice. Original supporting documents are not required and should be retained by the Grantee for record keeping and audit purposes. Match certification forms shall be submitted to support all reported match. Invoices are to be sequentially numbered and must tie to budget line items in the approved Budget at Exhibit B.

Invoices must be signed by the person who signed the Agreement or his/her authorized designee. Designees must be authorized in writing and filed with the Department. Individuals funded by this grant

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shall not sign invoices. If there is a question as to the authority of the signer, which cannot be resolved to the satisfaction of the Department, the invoice will not be paid.

Each invoice is subject to approval by the Grant Manager and DLRP Management, and possible audit by the Accounting Office and the State Controller before payment may be disbursed. If an invoice is questioned by the Department, the Grant Manager shall contact the Grantee within fifteen (15) working days of receipt of the invoice. Undisputed invoices take approximately six (6) weeks for payment.

Mail an original signed invoice, with all support documentation and match certification forms, and two (2) copies of everything, to the following address:

Department of Conservation
Division of Land Resource Protection
Attn: ~~Gail Chan~~ Robert Shun
801 K Street, MS 18-01
Sacramento, CA 95814

31. Administrative Costs: The Department may reimburse administrative costs pursuant to the Budget located herein at Exhibit B. Grantee shall bill for reimbursement of such costs by including a separate "administrative cost" line item on monthly or quarterly invoices submitted to the Department. The amount of administrative costs billed on each invoice shall not exceed 15 percent of the amount being requested from the Department on that invoice. If, upon reviewing a submitted invoice, the Department determines that an adjustment to the amount of direct costs billed is warranted, it may make proportional changes to the amount billed for administrative costs.

32. Match: Grantees shall provide the cash and in-kind match amounts reflected in the Budget attached as Exhibit B. Match contributions may be provided throughout the grant term. Grantee understands and agrees to all of the following:

(a) Only those cost items eligible for reimbursement pursuant to the Budget at Exhibit B in this Agreement may be used for match. For example, costs incurred before the Parties sign this Agreement may not be used for match because such costs would not be eligible for reimbursement, having been incurred outside the grant term.

(b) Match contributions shall come from a non-CALFED source such as private, city, county, state or federal cash or in-kind contributions.

(c) Grantee hereby acknowledges and understands that the Department cannot be expected to anticipate or know of funding constraints, requirements and criteria associated with other grant programs. It is the responsibility of the Grantee, when considering use of funds or other contributions from such sources for match, to consult with other grantors and funding sources to ensure that such use is acceptable, appropriate and consistent with all applicable laws and administrative requirements.

(d) **Match contributions, whether cash or in-kind contributions, shall be reflected in monthly or quarterly invoices as they are expended by Grantee. A cumulative accounting of all match contributions shall be provided in Quarterly Status Reports and at the end of the grant term as part of the Final Report.**

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(e) Documentation maintained by Grantee in support of cash match contributions shall clearly demonstrate that the cash contribution was from a non-CALFED source and shall demonstrate that Grantee expended the match amount in support of this Agreement. As to in-kind contributions, documentation maintained by the Grantee shall identify the source of the contribution and the method used to calculate the value of the contribution.

(f) Evidence of Grantee's failure to meet match requirements and/or match commitments reflected in Grantee's grant proposal including, but not limited to, evidence that match-related information provided in Grantee's proposal is false or materially inaccurate, may result in imposition of remedies available to the Department for breach of the Agreement, including grant termination and/or Grantee's debarment from future grant opportunities.

33. Travel: Reimbursement of travel is not permitted unless expressly provided in the approved Budget at Exhibit B. Travel by private or Grantee-owned automobile, necessary for the performance of this Agreement, shall be reimbursed at no more than \$0.34 per mile. Grantee shall maintain detailed travel records showing the date and purpose of grant-related travel, destination and, in the case of travel by automobile, vehicle license number and number of miles driven.

34. Documentation of Time Spent: Grantee shall maintain reports or other detailed records (e.g., activity logs or timesheets) documenting time spent by each employee, agent, contractor or volunteer whose work in support of this Agreement is billed under the Agreement or used as match. Records used to meet this requirement shall identify the individual performing the work, the date on which the work was performed, the specific grant-related activities or objectives to which the individual's time was devoted, and the amount of time spent. Such records shall reflect actual time spent, rather than that which was planned or budgeted.

35. Reports: The Grantee shall submit to the Grant Manager Quarterly Status Reports, Annual Status Reports and a Final Report in a timely manner. The Department shall provide report forms. Reports shall be submitted on or before the dates specified in the Implementation Schedule at Exhibit C.

Failure to comply with the reporting requirements specified above shall constitute a breach of this Agreement and may result in the Department taking action pursuant to Clause #23 of this Agreement.

Exhibit A
GRANT SUMMARY

This grant is for the purpose of funding a Watershed Coordinator position for the Mountains Recreation and Conservation Authority (Grantee). The watershed that is intended to benefit from the activities of the Grantee's Watershed Coordinator is (are) the Santa Monica Bay Watershed(s) [reference #(s) 18070104].

I. Goals and Objectives: The Grantee's goals in accepting funding and hiring a watershed coordinator pursuant to this Agreement are those stated in the Grantee's proposal and are incorporated herein by reference. The Grantee's work plan goals and objectives are outlined in the Grantee's proposal and are also incorporated herein by reference.

II. Work Plan and Performance Measures: Grantee shall meet the above-referenced goals and objectives by substantially following the Work Plan included in Grantee's proposal and incorporated herein by reference. Grantee shall measure its success in meeting the stated goals and objectives through the use of performance measures established therein.

Grantee acknowledges and agrees that receipt of grant funds pursuant to this Agreement is contingent upon Grantee modifying performance measures reflected in the attached work plan to the Department's satisfaction within 60 calendar days after both parties have signed this Agreement, if so requested. Grantee's failure to comply with this condition may result in cancellation of this Agreement and award of the associated grant funds to another applicant.

III. Reports: The Grant Manager will provide grantees with templates that are to be used for submitting all required reports. All reports shall be submitted electronically and via hard copy. Reports shall be submitted in a timely manner in accordance with the Implementation Schedule at Exhibit C. All reports shall list the Grantee name, mailing address, and phone number. The grant number, date, and reporting period. The preparer's name and title, phone number and email address.

A. Quarterly Status Reports: Grantee shall file Quarterly Status Reports with the Department. Quarterly Status Reports shall cover three (3) months of work and be postmarked no later than the dates specified in the Implementation Schedule at Exhibit C. A separate Quarterly Status Report is not required for the last quarter of each yearly cycle, as that information shall be incorporated into the Annual or Final Report. Submit one electronic copy and one hard copy of each report. Double-sided reports are acceptable. At a minimum, Quarterly Status Reports shall provide the following:

- 1) Work Plan progress
- 2) Bulleted summary of major accomplishments and achievements for the quarter
- 3) Status on achieving performance measures
- 4) Short narrative report
- 5) Copies of all materials produced to date during the quarter
- 6) If available, photos of events coordinated by the watershed coordinator. Digital format preferred.
- 7) If applicable, a list of all grant proposals resulting from the watershed coordinator's efforts.
Identify which proposals have been approved for funding. List the title of the grant program, the amount requested, the amount funded, and a grand total.

B. Annual Status Reports: Grantee shall file Annual Status Reports with the Department. Annual Status Reports shall cover work done over the entire year and be postmarked no later than the dates specified in the Implementation Schedule at Exhibit C. A separate Annual Status Report is not required for the last year, as that information shall be incorporated into the Final Report. Submit one electronic copy and one

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hard copy of each report. Double-sided reports are acceptable. At a minimum, Annual Status Reports shall provide the following:

- 1) Work Plan progress
- 2) Bulleted summary of major accomplishments and achievements for the year
- 3) Status on achieving performance measures
- 4) Narrative report focusing on the entire year
- 5) Copies of all materials produced to date during the quarter
- 6) If available, photos of events coordinated by the watershed coordinator. Digital format preferred.
- 7) If applicable, a list of all grant proposals resulting from the watershed coordinator's efforts. Identify which proposals have been approved for funding. List the title of the grant program, the amount requested, the amount funded, and a grand total.
- 8) If applicable, a list of any additional funding, donations, in-kind services, etc., secured by the watershed coordinator to benefit the watershed. List the sources and monetary amounts or equivalent value.

C. Final Report: Grantee shall file a Final Report with the Department no later than May 30, 2007, as specified in the Implementation Schedule at Exhibit C. The Final Report shall cover the entire three-year period of the grant. Submit one electronic copy and one hard copy of the report. Double-sided reports are preferred. At a minimum, the Final Report shall provide the following:

- 1) Work Plan progress
- 2) Bulleted summary of major accomplishments and achievements for the entire grant period
- 3) Status on performance measures
- 4) Narrative report with emphasis on the following:
 - a) Evaluation of the grant's effectiveness
 - b) Discussion about the objectives, performance measures, and activities that occurred during the grant period.
 - c) Discussion of problems and concerns that may have arisen and corrective action taken.
 - d) Any conclusions or recommendations for follow-up watershed improvements
- 5) Copies of all materials produced to date during the quarter
- 6) If available, photos of events coordinated by the watershed coordinator. Digital format preferred.
- 7) If applicable, a list of all grant proposals resulting from the watershed coordinator's efforts. Identify which proposals have been approved for funding. List the title of the grant program, the amount requested, the amount funded, and a grand total.
- 8) If applicable, a list of any additional funding, donations, in-kind services, etc., secured by the watershed coordinator to benefit the watershed. List the sources and monetary amounts or equivalent value.

The Final Report must be postmarked no later than May 30, 2007.

Grantee acknowledges and agrees that the Department shall not release final payment pursuant to this Agreement unless and until the Department has received from the Grantee all reports, including a Final Report that complies with the above requirements, and the Grantee fulfills all other applicable requirements in this Agreement including all match requirements in the Budget at Exhibit B.

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 Mountains Recreation and Conservation Authority
 Grant Number: 3003-572

Exhibit B
Budget

	Total Budget	DOC	In-kind	Cash
WC Salaries and Benefits				
Watershed Coordinator (6,240 hrs @ \$25/hr (avg))	156,000	156,000		
Benefits	44,647	44,647		
Other Personnel Costs				
SMBRC (432 hrs @ 41.80/hr)	18,070		18,070	
LAC-DPW (600 hrs @ \$60/hr)	36,000		36,000	
City of LA WPD (432 hrs @ \$50/hr)	25,920		25,920	
BCR (132 hrs @ \$50/hr)	6,600		6,600	
SM BayKeeper (240 hrs @ \$40/hr)	9,600		9,600	
Equipment				
Computer	2,000	2,000		
LCD Projector	2,000	2,000		
Water Quality Test Kit	1,500	1,500		
Operating Costs				
Mileage	2,550	2,550		
Printing	500		500	
Postage	666		666	
Office Supplies	5,469		5,469	
Rent	26,615		26,615	
Workshop Attendance	1,500	1,500		
Telephone Services	1,650	1,650		
Subtotal	341,287	211,847	129,440	0
Administration	19,045	19,045		
TOTAL	360,332	230,892	129,440	0

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Exhibit C
IMPLEMENTATION SCHEDULE

<u>Task</u>	<u>Implementation / Completion Date</u> ¹
Submit Invoices ²	Quarterly
Submit Quarterly Report #1	August 30, 2004
Submit Quarterly Report #2	November 30, 2004
Submit Quarterly Report #3	February 30, 2005
Submit Annual Report #1	May 30, 2005
Submit Quarterly Report #4	August 30, 2005
Submit Quarterly Report #5	November 30, 2005
Submit Quarterly Report #6	February 30, 2006
Submit Annual Report #2	May 30, 2006
Submit Quarterly Report #7	August 30, 2006
Submit Quarterly Report #8	November 30, 2006
Submit Quarterly Report #9	February 30, 2007
Submit Final Report and Final Invoice ³	May 30, 2007

¹If a due date falls on a weekend or holiday, the item will be due the following weekday. Dates listed are the due dates. Reports shall be postmarked by this date or be considered non-compliant.

²Monthly invoices will be allowed during the first three months of the grant period. Thereafter, invoicing shall be submitted on a quarterly basis only.

³Both the Final Report and final invoice must be postmarked no later than this date.

**Any changes to the implementation schedule must have prior approval from
The Department of Conservation**

Exhibit D
GRANTEE CERTIFICATION OF COMPLIANCE

By signing this Agreement, Grantee certifies that it is in compliance with all of the following requirements, to the extent that each is applicable:

1. **Americans with Disabilities Act:** Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 *et seq.*)

2. **Nondiscrimination Clause:** During the performance of this Agreement, the Grantee and its subcontractor(s) shall not discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), sexual orientation, marital status, and denial of family care leave. Grantee and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Government Code, Section 12900 *et seq.*), and the regulations promulgated there under (California Administrative Code, Title 2, Section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated herein by reference and made a part hereof as if set forth in full.

Grantee and its subcontractor(s) shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the grant.

3. **Recycling Certification:** The Department has a procurement policy that sets purchase goals for, and favors the purchase of, products containing recycled content, both post-consumer and secondary waste. When using grant funds to purchase paper products, fine printing and writing paper, plastic, glass, oil, compost and co-compost, solvents and paint, tire-derived products, and retread tires, the Grantee shall make a reasonable effort to purchase products containing recycled content. Grantee shall report any and all such purchases in status and final reports required pursuant to this Agreement.

4. **Drug-Free Workplace Requirements:** Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code section 8350 *et seq.*) and will provide a drug-free workplace by taking the following actions:

(a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

(b) Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and
- 4) penalties that may be imposed upon employees for drug abuse violations.

(c) Every employee who works on the Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future State agreements if the Department determines that the Grantee has made a false certification, or violated the certification by failing to carry out the requirements as noted above.

5. Labor Code/Workers Compensation: Grantee needs to be aware of the provisions, which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee agrees to comply with such provisions before commencing performance pursuant to this Agreement. (Labor Code Section 3700).

6. Child Support Compliance Act: For any Agreement in excess of \$100,000, the Grantee acknowledges accordance with the following:

(a) The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

(b) The Grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

7. Resolution of Support: Grantee must provide the State with a copy of a resolution, order, motion, or ordinance of its governing body, which by law has authority to enter into an agreement, authorizing execution of an agreement.

8. Air or Water Pollution Violation: Under State laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to a cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

9. Compliance with Other Laws, Including CEQA: The Grantee shall comply fully with all applicable federal, state and local laws, ordinances, regulations and permits and shall secure any new permits required by authorities having jurisdiction over the project(s), and maintain all presently required permits. The Grantee shall ensure that any applicable requirements of the California Environmental Quality Act are met in carrying out the terms of the grant.

10. Use of State Funds to Assist, Promote or Deter Union Organizing: Grantee shall not use state funds, including grant funds, to assist, promote or deter union organizing. Government Code Section 16645.1(d) provides that Grantee shall be liable to the State for the amount of any funds expended in violation of this prohibition, plus a civil penalty equal to twice the amount of those funds. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee shall maintain records sufficient to show that state funds have not been used for those expenditures. The Grantee shall provide those records to the Attorney General upon request.

11. Payee Data Record Form (Std. 204): This form must be completed by all contractors and grantees and submitted to the State before the start of any grant.